course of business. *In re Fulton,* 178 Pa. St., 78; *Baldridge v. Penland,* 68 Tex., 441. Also the entries must have been made contemporaneously with the transactions recorded. *Wells v. Hobson,* 91 Mo. App., 379. There is no fixed rule as to what is "contemporaneous;" entries may be transcribed within a reasonable time. *Redlick v. Banerle,* 98 Ill., 134. Where these entries have been transcribed by one clerk from temporary memoranda made by another, some courts hold that, if the original observer cannot testify the book will be excluded. *Kent v. Garvin,* 1 Gray (Mass.), 148. Others will admit this evidence upon proof that the original observer is unavailable. *Am. Surety Co. v. Panly,* 38 W. S. App., 254. A copy of the original book will not ordinarily be received in evidence. *Skipworth v. Deyell,* 83 Hun. (N. Y.), 307; *Peck v. Parchen,* 52 Ia., 46.

EVIDENCE—PHOTOGRAPHS—ADMISSIBILITY—CITY OF LOUISVILLE v. ARROWSMITH, 140 S. W., 1022, (KY.).—*Held,* that in an action against a city for injury to a traveler caused by a defect in a street, photographs taken some time after the accident were admissible in evidence to show the condition of the street where witness other than the photographer testified that they accurately described the condition of the street, and there was no contention that the condition of the street had changed since the accident.

As a general rule, photographs are competent as evidence when their correctness has been shown. *First National Bank v. Wisdom's Ex'rs.,* 111 Ky., 135; *Alberti v. R. R. Co.,* 118 N. Y., 77; *Cooper v. Ry. Co.,* 54 Minn., 379. They are admissible to show identity. *United States v. A Lot of Jewelry,* 59 Fed., 684. Or to show the condition of a person. *Cooper v. Ry. C.,* 54 Minn., 379; *Ry. Co. v. Allen,* 36 Neb., 361. Or to show the condition of premises. *Dyson v. R. R. Co.,* 57 Conn., 9; *German School v. Dubuque,* 64 Ia., 736. But they must be authenticated extrinsically. *Cunningham v. R. R. Co.,* 72 Conn., 244; *Leidlin v. Meyer,* 95 Mich., 586; *Beardslee v. Columbia Township,* 188 Pa. St., 496. This need not, however, be done by the photographer himself, but may be done by any eyewitness. *Mow v. People,* 31 Colo., 351; *Hall v. Ins. Co.,* 76 Minn., 401. They are not, however, admissible if they are unnecessary. *Cirello v. Express Co.,* 88 N. Y. Supp., 932; *Selleck v. Janesville,* 104 Wis., 570. Nor if they are not practicaly instructive. *Harris v. Quincy,* 171 Mass., 472; *State v. Miller,* 43 Ore., 325. Photographic copies of an instrument are not admissible when the original can be readily exhibited to the jury, except to identify a writing, or to detect a forgery. *Baxter v. Ry. Co.,* 104 Wis., 307. Where the photograph is offered to show distances, relative sizes, or the location of objects, its accuracy must be very convincingly proved. *Cunningham v. R. R. Co., 72* Conn., 244. X-Ray photographs are admissible when shown to have been properly taken. *De Forge v. R. R. Co.,* 178 Mass., 59; *Geneva v. Burnett,* 65 Neb., 464.

FRAUDS, STATUTE OF—SALE OF STANDING TIMBER—"CONTRACT FOR THE SALE OF REAL ESTATE."—ADAMS V. HUGHES, 140 S. W., 1163 (TEX.)—*Held,* that a contract of sale of timber allowing the purchaser fifteen years to

remove it is a "contract for the sale of real estate" within the statute of frauds, and must be in writing.

While there is probably no conflict on this point in the case of such a contract as that in the leading case, there is a sharp conflict as to the applicability of the statute of frauds to such contracts, when they are to be performed immediately. Many cases hold that any contract for the sale of standing timber is within the statute of frauds. *Cool v. Peters, Etc., Co.,* 87 Ind., 531; *Green v. Armstrong,* 1 Denio, 550; *McGregor v. Brown,* 10 N. Y., 114; *Lillie v. Dunbar,* 62 Wis., 198; *Garner v. Mahoney,* 115 Ia., 356; *Harrell v. Miller,* 35 Miss., 700; *Slocum v. Seymour,* 36 N. J. Law, 138. On the other hand, many cases hold that where the contract contemplates the immediate separation of the trees from the land, it is not within the statute. *In re Benjamin,* 140 Fed., 320; *Leonard v. Medford,* 85 Md., 666; *Banton v. Sherry,* 77 Me., 48; *Byasee v. Reese,* 4 Met., (Ky.), 372; *Clafin v. Carpenter,* 4 Metc., 580; *Robbins v. Farwell,* 193 Pa. St., 37. And this appears to be the English rule, *Marshall v. Green,* 1 C. P. Div., 35. In *Wilson v. Fuller,* 58 Minn., 149, it is held that though such a contract may have been originally within the statute, the cutting of the trees takes it out of the statute. In *Killmore v. Howlett,* 48 N. Y., 569, a distinction is drawn between a contract for the sale of standing timber, and a contract whereby the owner was to cut the trees and deliver them as cord-wood; and the latter is held to be a contract for work and labor and for the sale of chattels.

INSURANCE—EMPLOYER'S ACCIDENT INSURANCE—PERSONS ENTITLED TO SUE.—CLARK V. BONSAL & Co., 72 S. W., 954 (N. C.).—*Held,* that unless an employer's accident insurance policy expressly provides that it is for the benefit of injured employes, and that amounts recovered should be paid to them, an injured employe may not, in the first instance, sue on the policy.

The injured employe is no party to the contract, nor has he any rights, legal or equitable, growing out of it. *Finley v. U. S. Casualty Co.,* 113 Tenn., 592; *Frye v. Bath Gas & Electric Co.,* 97 Me., 241. If the policy amounts to a contract of indemnity, an action cannot be maintained against the insurance company, on the theory that the amount is not due until the insured has paid the loss. *Allen v. Aetna Life Ins. Co.,* 76 C. C. A., 265; *Connelly v. Bolster,* 187 Mass., 266. Though such an action was allowed in *Sanders v. Frankfort Ins. Co.,* 72 N. H., 485. Where the policy insures directly against liability, some courts hold the view that the insurer is liable to garnishment. *Hoven v. Employer's Liability Co.,* 93 Wis., 201; *Fritchie v. Miller's Extract Co.,* 197 Pa., 401. That the insurance money due under a policy against liability to third persons does not constitute a trust fund for the benefit of the person whose injury caused the liability was expressly decided in *Bain v. Atkins,* 181 Mass., 240. By statute in New York State, contracts making the insurer directly liable to the injured employe, are expressly authorized. St. 1892, C. 690, §55.

INSURANCE—INSURABLE INTEREST—ASSIGNMENT OF POLICY INTEREST.—JOHNSON V. MUT. BEN. LIFE INS. CO., 72 S. E., 847 (N. C.).—*Held,* that an